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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re: WELLS FARGO MORTGAGE  
LENDING PRACTICES LITIGATION

)  
) M:08-CV-01930-MMC  
)  
)

\_\_\_\_\_,  
This document relates to  
ALL ACTIONS

)  
) **STIPULATION REGARDING**  
) **CONFIDENTIAL, TRADE SECRET**  
) **AND PRIVATE CONSUMER**  
) **INFORMATION**  
)

) Judge: Honorable Maxine M. Chesney  
)  
)  
)

\_\_\_\_\_  
In order to protect confidential, trade secret, proprietary and private consumer  
information, the parties agree to enter into the proposed Protective Order Regarding  
Confidential, Trade Secret and Private Consumer Information filed herewith.

1 DATED this 19th day of May, 2008.

2 BONNETT, FAIRBOURN, FRIEDMAN, &  
3 BALINT, P.C.

4 /s Andrew S. Friedman

Andrew S. Friedman

5 Wendy J. Harrison

6 2901 North Central Avenue, Suite 1000

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22 Attorneys for Defendant

23 Wells Fargo Bank, N.A.

CERTIFICATE OF SERVICE

I, Andrew S. Friedman, hereby certify that a true copy of the foregoing document filed through the ECF system will be electronically sent to the registered participants as identified on the Notice of Electronic Filing, and paper copies will be sent to those indicated as non-registered participants on May 19, 2008.

/s Andrew S. Friedman  
Andrew S. Friedman

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re: WELLS FARGO MORTGAGE  
LENDING PRACTICES LITIGATION

M:08-CV-01930-MMC

\_\_\_\_\_,

**PROTECTIVE ORDER  
REGARDING CONFIDENTIAL,  
TRADE SECRET AND PRIVATE  
CONSUMER INFORMATION**

This document relates to  
ALL ACTIONS

*Honorable Maxine M. Chesney*

In order to protect confidential, trade secret, proprietary and private consumer information, good cause appearing, and based on the stipulation of the parties to these consolidated actions, by and through their attorneys of record, **IT IS HEREBY ORDERED AS FOLLOWS:**

This Order Regarding Confidential, Trade Secret and Private Consumer Information (“Order”) shall govern the use of confidential information produced during discovery in this proceeding. As used in this Order, the term “party” shall mean all named parties in the above-styled action, including any named party added or joined to this action. As used in this Order, the term “non-party” shall mean any individual, corporation, association, or other natural person or entity other than a party. The term “documents” as used herein is intended to be comprehensive and includes any and all materials in the broadest sense contemplated by Rule 34 of the Federal Rules of Civil Procedure. For purposes of this Order, the party or non-party designating information,

1 documents, materials or items as confidential bears the burden of establishing the  
2 confidentiality of all such information, documents, materials or items.

3 1. For the purposes of this Order, “Confidential Information” means the  
4 following types of documents and information:

5 (a) Information that constitutes a trade secret in accordance with Cal.  
6 Civil Code § 3426.1;

7 (b) Non-public communications with regulators or other governmental  
8 bodies that are protected from disclosure by statute or regulation;

9 (c) Information, materials, and/or other documents reflecting non-public  
10 business or financial strategies, and/or confidential competitive information which, if  
11 disclosed, would result in prejudice or competitive harm to the disclosing party; and

12 (d) Borrower-specific information including private consumer  
13 information that contains identifying, contact or private financial information provided by  
14 a consumer to a financial institution, resulting from any transaction with the consumer or  
15 any service performed for the consumer, or otherwise obtained by the financial  
16 institution, including any list, description, or other grouping of consumers (and publicly  
17 available information pertaining to them) that is derived using any nonpublic personal  
18 information, including any “nonpublic personal information” such as identified by the  
19 Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et seq.* (collectively referred to hereinafter as  
20 “Confidential Consumer Material”).

21 2. Any party may seek an amendment to this Order to designate confidential  
22 documents and information in addition to the categories described in Paragraph 1 before  
23 production of any such documents and information. The parties agree to meet and confer  
24 in good faith and attempt to reach agreement on any request by a party to designate such  
25 additional categories of confidential documents or information.

26 3. Confidential documents shall be so designated by stamping copies of the  
27 document produced to a party with one of the following legends:  
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1 “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” or  
2 “CONFIDENTIAL” or “CONFIDENTIAL PRIVATE CONSUMER  
3 INFORMATION”

4 Any such stamp or designation shall not cover up, obscure or otherwise conceal  
5 any text, picture, drawing, graph or other communication or depiction in the document.  
6 If such designation is not feasible (*e.g.* in the case of certain electronic documents), then  
7 such designation may be made by informing the other parties in writing.

8 4. The designation of any material as “Confidential” pursuant to this Order  
9 shall constitute the verification of counsel for the producing party or non-party that the  
10 material constitutes Confidential Information as defined in Paragraph 1 of this Order, and  
11 Counsel shall not designate any discovery material “CONFIDENTIAL” without first  
12 making a good faith determination that protection is warranted.

13 5. Documents produced by a party or non-party or their counsel (“Designating  
14 Party”) and as confidential under this Order (hereinafter “Confidential Material”), other  
15 than Confidential Consumer Material, may be disclosed or made available only to the  
16 following persons (hereinafter “Qualified Persons”):

17 (a) The parties to this action or an officer, director, or employee of a  
18 party deemed reasonably necessary by counsel to aid in the prosecution, defense, or  
19 settlement of this action;

20 (b) Counsel for the parties to this action (“Counsel”), including all  
21 partners and associate attorneys of such Counsel's law firms and all clerks, employees,  
22 independent contractors, investigators, paralegals, assistants, secretaries, staff and  
23 stenographic, computer, audio-visual and clerical employees and agents thereof when  
24 operating under the direct supervision of such partners or associate attorneys and who are  
25 actually working on this action, all of whom shall be bound by this Order;

26 (c) The Court and any person employed or retained by the Court whose  
27 duties require access to confidential material;  
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1 (d) Stenographic reporters or audio-visual personnel engaged in  
2 connection with this action including deposition reporters, video operators and  
3 transcribers;

4 (e) Any person who created, authored, received or reviewed such  
5 Confidential Material and those persons identified on such Confidential Material as  
6 creators, authors or recipients of the Confidential Material;

7 (f) Actual and/or potential trial or deposition witnesses, where counsel  
8 believes, in good faith, that disclosure is necessary to prepare for or develop the  
9 testimony of such witnesses;

10 (g) Experts or consultants retained by such counsel to assist in the  
11 prosecution, defense, or settlement of this action and their respective employees,  
12 associates or colleagues;

13 (h) Employees of firms engaged by the parties for purposes of  
14 photocopying, electronic imaging or computer litigation support in connection with this  
15 litigation; or

16 (i) Such other persons as may be designated by written agreement of  
17 Counsel or by order of the Court.

18 6. Confidential Consumer Material may be disclosed or made available only  
19 to the persons identified in paragraphs 5(b) through 5(i).

20 7. Prior to receiving any Confidential Material, each Qualified Person  
21 described in paragraphs 5(e) through 5(g) shall be provided with a copy of this Order and  
22 shall execute an Agreement to Maintain Confidentiality (hereinafter "Confidentiality  
23 Agreement") in the form of Attachment "A." Each such person signing a Confidentiality  
24 Agreement shall be subject to and bound by this Order. Counsel for the party seeking to  
25 disclose Confidential Material to any Qualified Person pursuant to paragraphs 5(e)  
26 through 5(g) shall be responsible for retaining the executed originals of all such  
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1 Confidentiality Agreements and certifying that such individuals have complied with the  
2 requirements of Paragraph 16.

3 8. Any motion, pleading or other submission that contains or attaches  
4 Confidential Material shall be filed in accordance with the requirements of Local Rule  
5 79-5, in a sealed envelope that: (a) is endorsed with the caption for the matter; (b) sets  
6 forth a general description of the contents of the sealed envelope; and (c) contains the  
7 following legend:

8 "CONFIDENTIAL: THIS ENVELOPE IS SEALED PURSUANT TO  
9 ORDER OF THE COURT, CONTAINS CONFIDENTIAL  
10 INFORMATION, AND IS NOT TO BE OPENED NOR THE CONTENTS  
11 REVEALED EXCEPT BY ORDER OF THE COURT."

12 All papers that refer to or rely upon Confidential Material shall specify the  
13 particular aspects of the documents or materials that are Confidential.

14 9. If a person receiving Confidential Material learns that, by inadvertence or  
15 otherwise, it has disclosed Confidential Material to any person or in any circumstance not  
16 authorized under this Order, that person shall request the recipient to return the  
17 Confidential Material including all copies thereof, and notify the Designating Party that  
18 produced the Confidential Material of the disclosure.

19 10. Nothing in this Order shall prohibit disclosure of Confidential Material in  
20 response to compulsory process or the process of any governmental regulatory agency. If  
21 any person subject to this Order, including a person subject to a Confidentiality  
22 Agreement under this Order, is served with such process or receives notice of any  
23 subpoena or other discovery request seeking Confidential Material, such person shall  
24 promptly (not more than three (3) working days after receipt of such process or notice)  
25 notify the Designating Party of such process or request, shall take all reasonable steps to  
26 refrain from producing Confidential Material in response to such process, and shall afford  
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1 a reasonable opportunity for the Designating Party to oppose the process or to seek a  
2 protective order.

3 11. Counsel for any deponent, party or non-party may designate specific  
4 portions of deposition testimony or exhibits as Confidential Material by indicating on the  
5 record at the deposition that the testimony of the deponent or any exhibits to his  
6 testimony are to be treated as confidential. The Court reporter shall separately bind such  
7 testimony and exhibits in a transcript bearing the legend "Confidential – Subject To  
8 Protective Order" on the cover page. Failure of Counsel to designate testimony or  
9 exhibits as confidential at deposition, however, shall not constitute a waiver of the  
10 confidentiality of the testimony or exhibits. Upon receipt of the transcript of the  
11 deposition, Counsel shall be entitled to designate specific pages and lines of the transcript  
12 or the exhibits as confidential within 30 (thirty) days after receipt of the transcript. Until  
13 Counsel for the deponent, party or non-party designates the transcript or exhibits as  
14 confidential, however, any other party shall be entitled to treat the transcript or exhibits as  
15 non-confidential material.

16 12. No one may attend the portions of depositions or review the transcripts of  
17 the portions of any depositions at which Confidential Material is shown or discussed other  
18 than those persons designated in Paragraph 5 and outside counsel for any non-party  
19 deponent (who shall first sign the Confidentiality Agreement).

20 13. A party or other person objecting to designation of any document(s) or  
21 material(s) as Confidential Material shall provide written notice of the objection to  
22 Counsel for the Designating Party, specifying the document(s) or material(s) that are the  
23 subject of the objection. Upon receipt of the written objection, counsel for the  
24 Designating Party shall, within twenty (20) days, provide a written response to the  
25 objecting party explaining the basis for the designation as Confidential Material; otherwise  
26 the document(s) or material(s) shall be deemed to be no longer Confidential  
27 without a court order. The parties and any other objecting person(s) shall confer  
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1 in good faith in an effort to resolve the objection and any response by the Designating  
2 Party. If the objecting party or person and the Designating Party are unable to resolve the  
3 issue, the Designating Party, within fourteen (14) days after serving its written response  
4 to the objection notification, may file a motion with the Court to continue the designation  
5 of the document(s) or material(s) as “Confidential Material.” In deciding such a motion,  
6 the Court shall make an independent determination as to whether or not the document(s)  
7 or material(s) is Confidential and is entitled to protection under applicable law. To  
8 maintain confidential status, the Designating Party shall have the burden of establishing  
9 that the document(s) or material(s) constitutes Confidential Material as defined in  
10 Paragraph 1 of this Order, and is entitled to protection under applicable law. If the  
11 Designating Party does not file a motion seeking to maintain the “Confidential  
12 Designation” within fourteen (14) days after serving its written response to the objection  
13 to confidentiality, the document(s) or material(s) at issue shall be deemed to be no longer  
14 confidential.

15       14. If any Confidential Material is inadvertently provided to a discovering party  
16 without being marked as confidential in accordance with this Order, the producing party  
17 may thereafter designate such materials as confidential and the initial failure to so mark  
18 the material shall not be deemed a waiver of its confidentiality. Until the material is  
19 designated as confidential by the Designating Party, however, the discovering party shall  
20 be entitled to treat the material as non-confidential.

21       15. Within sixty (60) days of final termination of this lawsuit, including all  
22 appeals, (whether by judgment, settlement or otherwise) all materials produced by a party  
23 that contain Confidential Material, including all abstracts and summaries of such  
24 material, shall be destroyed or returned to Counsel for the Designating Party. Such  
25 destroyed or returned materials shall not include the notes or work product of counsel for  
26 the parties, expert witnesses or consultants or investigators or agents thereof.  
27 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
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1 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work  
2 product, even if such materials contain Confidential Information. Any such archival  
3 copies that contain or constitute Confidential Information remain subject to this  
4 Protective Order. Counsel for each such party shall certify that the provisions of this  
5 paragraph have been satisfied by sending opposing counsel a letter confirming  
6 compliance. Reasonable out-of-pocket costs associated with returning or destroying  
7 Confidential Materials will be borne by the Designating Party.

8 16. No party receiving documents or materials designated as “Confidential  
9 Material,” shall have any obligation to object to the designation at the time the designation  
10 is made or at any time thereafter. No party shall, by failure to object, be found to have  
11 acquiesced or agreed to such designation or be barred from objecting to such designation  
12 at any time.

13 17. Nothing contained in this Order shall be a waiver of any objection to the  
14 admissibility of any evidence at trial, in any pretrial proceeding or on appeal.

15 18. This Court shall retain jurisdiction to enforce the terms of this Order for six  
16 months after final termination of this action.  
17

18 DATED: \_\_\_\_\_  
19  
20

21 \_\_\_\_\_  
22 Honorable Maxine M. Chesney  
23 United States District Court Judge  
24  
25  
26  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

Case: In re: Wells Fargo Mortgage Lending Practices Litigation, Case No. M:08-cv-01930 (N.D. Cal.)

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the United States that I have read in its entirety the Protective Order Regarding Confidential and Trade Secret Information in the above referenced lawsuit, and agree to adhere to and be bound by its terms, and to submit to the jurisdiction of this Court if any dispute arises over the use of the Confidential Information referenced therein.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_